

## **The complaint**

Ms M has complained about Liverpool Victoria Insurance Company Limited (LV). She isn't happy about the way it dealt with a claim under her motor insurance policy.

For ease of reading any reference to LV includes its agents.

## **What happened**

Ms M had a motor insurance policy with LV and made a claim after she was involved in an incident in a car park. LV looked into her claim and sent her car for repair which was expected to take a few days, but the repair took over three weeks. Ms M complained to LV about the delay, not being given a courtesy car and the poor service she received.

LV looked into Ms M's complaint. It explained she wasn't due a courtesy car and that the delays were outside the garage's control. But it offered her £100 by way of compensation in acknowledgement of the delays. However, Ms M remained unhappy and thought her excess should have been waived because of the delay, so she complained to this Service.

Our investigator looked into things for Ms M, and she agreed that the claim was delayed but thought LV's offer to pay £100 compensation to put things right was fair.

As Ms M didn't agree the matter has been passed to me for review.

## **What I've decided – and why**

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

Having done so I'm mainly in agreement with the position outlined by our investigator but I think the compensation level for the stress and inconvenienced Ms M faced should be increased. I'll explain why.

I must highlight that this complaint is just focussed on the delay and difficulties Ms M faced in the initial repair of her car. I know she has faced further difficulties in relation to the quality of repairs, but this has been advanced separately.

In relation to this complaint, I know Ms M would like her excess to be waived as she faced a delay of about four weeks in having her car repaired. While I can understand this, a policy excess is always due following a claim, and it is clearly outlined in the policy documentation so I can't say LV has acted unfairly here. Ms M *may* be able to claim this back from the third-party insurer if liability is finalised in her favour.

However, I don't think the £100 compensation LV offered for the delay goes far enough. I accept that part of the delay was caused by an incorrect part being delivered to the repairing garage and that LV isn't responsible for this. But neither is Ms M, and she was left without her car for nearly four weeks when she expected the repair to only take a few days. I know repairs can take longer than expected. But Ms M was expecting her car back and given the

delay I would've thought LV would have tried to help her and looked to provide her with a courtesy car or hire car even though she didn't have provision for this under her policy.

I understand that Ms M didn't pay for public transport during this time, but it must have been difficult to be without her car for a prolonged period. She has highlighted that she couldn't undertake her usual shop during this period as she was without her car by way of example of the inconvenience she faced. And so, I think a further £100 compensation (£200 total) just for the initial delay in repairing her car seems fair. And Ms M's complaint about the further repair difficulties she faced will be considered under the separate complaint she has advanced with this Service.

### **My final decision**

It follows, for the reasons given above, that I uphold this complaint. I require Liverpool Victoria Insurance Company Limited to pay Ms M a further £100 compensation (£200 in total).

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms M to accept or reject my decision before 13 February 2024.

Colin Keegan  
**Ombudsman**